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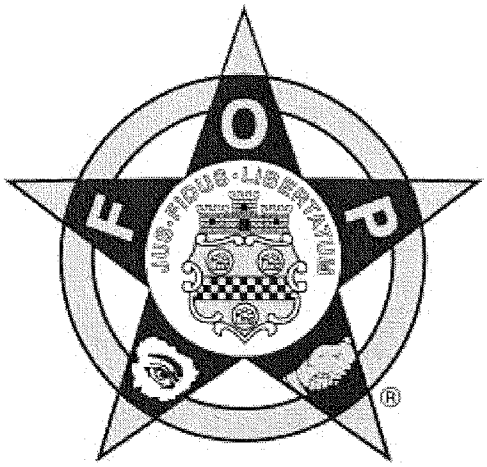
AGREEMENT BETWEEN

THE LAWRENCE COUNTY SHERIFF'S DEPARTMENT

AND



THE FRATERNAL ORDER OF POLICE THE OHIO LABOR COUNCIL, INC.

JANUARY 1, 2013 – DECEMBER 31, 2015

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ARTICLE 1: PREAMBLE/PURPOSE

This Agreement, entered into by the Lawrence County Sheriff, hereinafter referred to as the :Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "FOP", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to promote cooperation, orderly, constructive and harmonious relations between the County, its employees, and the FOP.

ARTICLE 2: UNION RECOGNITION

A. The Employer recognizes the FOP/OLC as the sole and exclusive representative for those employees included in the bargaining units, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement and for the administration of this agreement.

B. The bargaining units include all employees, as set forth in the certifications issued by the Ohio State Employment Relations Board in Case Nos. 90-REP-02-0026 on June 14, 1990 and case numbers 90-REP-02-0027, 90-REP-02-0029 and 90-REP-02-0030 on June 14, 1990 and as amended on April 15, 1993 with Case Number 93-REP-03-0043 and as described in the units listed below:

Unit A	Unit B
Dispatchers	Patrol Deputies
	Detectives
	Correction Officers
	Process Server

The parties recognize that this agreement represents a multiple unit agreement and unless delineated specifically by clause, all provisions of this agreement apply to all bargaining units.

C. In the event that a new position is created within the department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the FOP in writing within thirty (30) calendar days. If the FOP disputes the Employer's determination of bargaining unit status, the parties shall meet in attempt to resolve their disagreement within fourteen (14) calendar days from the FOP's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP. If the parties do not agree, the position shall be subject to challenge by the FOP to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3: DUES DEDUCTION

A. The Employer agrees to deduct FOP membership dues in accordance with this Article for all employees eligible for the bargaining unit.

B. The Employer agrees to deduct regular FOP membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. These dues monies shall be sent to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215.

C. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

D. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the FOP.

E. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

F. The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within one hundred twenty (120) days after the date such an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

G. The rate at which dues are to be deducted shall be certified to the payroll clerk by the FOP during January of each year, One (1) month advance notice must be given the payroll clerk prior to making changes in an individual's dues deductions.

H. As a condition of employment, thirty (30) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the FOP, including

employees who resign from membership in the FOP after the effective date of this labor agreement, shall pay to the FOP, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP, nor shall the fair share fee exceed the dues paid by members of the FOP in the same bargaining unit. The FOP is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity', The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of the bargaining unit members, The Employer shall implement the fair share deductions under this section. The FOP shall prescribe a rebate and challenge procedure, which complies with ORC Section 4117.09 (C) and federal law.

ARTICLE 4: FOP REPRESENTATION

A. Non-employee FOP representative (s) which shall normally consist of no more than two (2) persons, shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein. The meetings shall normally take place at a pre-arranged location as permitted herein. The FOP agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

B. The Employer will recognize four (4) employees selected by the FOP, to act as Representatives of the Bargaining Units for the purpose of processing grievances at Steps of the Grievance Procedure or attending meetings as authorized herein.

C. The Local Representative shall confine his FOP activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representative (s) to be held during regular hours, without loss of regular pay or benefits.

D. Where grievance hearings, or other meetings, have been authorized by the Employer, or his representatives, to be held during regular duty hours of the aggrieved employee, the FOP Representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The FOP Representative shall be recognized by the Employer as the appropriate Representative at Step One of the Grievance Procedure.

E. The FOP shall provide to the Employer an official roster of all its officers and its Representatives which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home Telephone number

4. FOP Office held
5. Immediate Supervisor

F. The highest ranking FOP official in the bargaining unit, also referred to as the Grievance Chairman, or his designee, will be permitted forty (40) hours during a year to attend to FOP and agreement matters within their capacity. During such service in these posts, the above-designated FOP officials shall continue their entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a member as though they were at all times performing their job-related duties.

ARTICLE 5: MANAGEMENT RIGHTS

A. Unless otherwise limited by this agreement, management shall have the exclusive rights pursuant to Revised Code Section 4117.08 (C) 1-9, including but not limited to: the right to manage the operations, control efficiency of operations. Specifically, the County's exclusive management rights include, but are not limited to, the sole right: to hire, discipline and discharge for just cause; to layoff and promote; to promulgate and enforce reasonable rules and regulations; to reorganize, discontinue or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within the department or other departments; to introduce new and/or improved equipment, methods and/or facilities; to determine numbers employed, duties to be performed, qualifications required and areas worked.

ARTICLE 6: GENDER AND NON – DISCRIMINATION

A. GENDER: All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to included male and female employees.

B. NON – DISCRIMINATION: Neither the Employer nor the Union will unlawfully discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin or religon.

ARTICLE 7: GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINED

A grievance is a claim that there has been a misinterpretation, violation, or misapplication of any of the provisions of this agreement. Any grievance shall contain specific reference to the provisions of the agreement allegedly violated.

B. QUALIFICATIONS

A grievance can be initiated by the FOP or any aggrieved bargaining unit member. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each bargaining unit member in the same manner, the FOP or the Grievance Chairman shall file a class action grievance on behalf of all the employees named in the grievance. Such attempt at
informal resolution shall be made by the member-grievant within fourteen (14) calendar days following the events or circumstances giving rise to the grievance or when they reasonably should have been first known by the member/grievant.

C. GRIEVANCE PROCEDURE

The following steps are the implementation steps and procedures for handling member's grievances:

STEP ONE - PRELIMINARY STEP

A member having an individual grievance will first attempt to resolve it informally with the Chief Deputy. All other steps contained in this Article shall apply to the processing of the grievance. At this step the grievance may be submitted orally or in writing; however, a Grievance Representative may accompany the grievant should the latter request his attendance. The Chief Deputy will document the date and time of the informal meeting and provide a copy of said documentation to the member/grievant. The Chief Deputy shall respond orally or in writing within fourteen (14) calender days. If the member is not satisfied with the response from the Chief Deputy at this Step, he may pursue the formal steps, which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Grievance Chairman or appropriate alternate. In making this decision to continue with this procedure the Grievance chairman shall weigh the facts and be assured that a clear violation of the contract has occurred. Grievance hearings and discussions may be conducted while the bargaining unit member is on duty or off duty. The employer shall weigh such factors as time restraints, significance of the grievances, scheduling and other factors, to determine when to conduct said hearings and discussions.

In the absence of an agreement between the grievant and the grievance chairman the grievant may pursue their complaint on their own initiative. In this instance the grievant will attend all hearings at a no loss, no gain.

Example: If the grievant is on duty during any meeting he/she will remain on duty. If the grievant is off duty he/she will not be compensated for any meetings.

STEP TWO - CHIEF DEPUTY

1. When a member has a grievance, for which the Chief Deputy's response in the Preliminary Step is unsatisfactory, he may then submit said grievance in writing to the Chief Deputy on the grievance form agreed upon by the parties. Such form must be submitted to the Chief Deputy within fourteen (14) calendar days following the response from the Preliminary Step. The Chief Deputy shall document on the form, the date of its receipt. Grievances submitted beyond the fourteen (14) calendar day time limit shall not be considered.

2. Within fourteen (14) calendar days of his receipt of the written, grievance, the Chief Deputy shall affix his written response to the form, date and sign his response, and return one copy of it to the grievant. If the aggrieved member does not refer his grievance to the Third Step of the Procedure within fourteen (14) calendar days after his receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

STEP THREE - SHERIFF

1. Should the member-grievant not be satisfied with the answer in Step Two, within fourteen (14) calendar days thereafter, he may appeal the grievance to this Step Three by delivering or having delivered a copy of the Grievance form containing the written responses at the prior Steps and any other pertinent documents, to the Sheriff. The Sheriff shall document the date to the form, accurately showing the date he received the form.

2. Within fourteen (14) calendar days of his receipt of the Grievance form, the Sheriff shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman or his duly authorized designee. The Grievance Chairman or his duly authorized designee may bring with him to the meeting the member-grievant and the appropriate Grievance Representative. The Sheriff shall be informed of the parties that will attend the meeting.

3. Within fourteen (14) calendar days of the meeting in this Step, the Sheriff shall submit to the Grievance Chairman and the member-grievant a written response.

STEP FOUR - ARBITRATION

1. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure, it may be appealed, by the FOP to a mutually selected arbitrator. Such appeal must be presented to the Sheriff by the FOP in writing fourteen (14) calendar days from receipt of the Sheriff's final response to the grievance at the final step of the Grievance Procedure. Should the parties be unable to agree upon a mutual selected arbitrator, then the Federal Mediation and Conciliation Service ("FMCS") shall be requested to submit a panel of seven (7) qualified arbitrators from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel, the Parties shall strike names alternatively with the party's right to strike the first name to be determined by a flip of a coin. All decisions reached by the arbitrator shall be final and binding on

both parties with the expenses charged by the arbitrator to be borne equally by both parties.

D. AUTHORITY OF ARBITRATOR

The Arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the FMCS or the SERB. It is expressly understood that the ruling and the decision of the arbitrator, within his function as described herein, shall be binding.

1. Arbitration costs. The cost of any proof produced at the direction of the arbitrator, the fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. Additionally, the expenses of any employee of the Department who is not on scheduled duty shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

An employee requested to appear at the arbitration hearing by either and whose presence is necessary shall attend without the necessity of a subpoena, although either party may, if it so chooses, subpoena the individual.

The Department shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and requested by either the FOP or the Department at the employee's regular hourly rate of pay, solely for the period of the time it is necessary for him to attend and testify at the hearing.

Where practicable, the employee witness shall be placed on call for purpose of his attendance so that the department does not necessarily incur increased costs. It is agreed that any request for attendance shall be made in good faith and the calling of a witness shall not unduly interfere with the operation of the Department.

2. Arbitrator's Finding. All decisions reached by the arbitrator shall be final and binding on both parties. The arbitrator's decision and award will be in writing and will specifically state both the rationale for the decision as well as the finding and holding.

Said decision shall be mailed to the FOP and the Sheriff or his designee, within thirty (30) days from the date the record is closed. It is understood that the record is not closed until the parties have submitted post-hearing briefs, where such a request is made.

E. TIME LIMITS

It is the Department's and the FOP's intention that all time limits in the above grievance shall be met. To the end of encouraging thoughtful responses at each Step, the grievant and the Department's designated representative may mutually agree, at any Step, to time extensions for the Department's answers. Any extensions will be placed in writing

for both parties to sign. In the absence of such mutual extensions, the grievant may, at any Step where a response is
not forth coming within the specific time limits, presume the grievance to have been granted by the County/Department in full, and the County/Department shall immediately implement the requested remedy. All times referred to shall be extended if either the employee involved or the Sheriff or his designee is required to attend or be involved in the prosecution of a felony tria! or grand jury proceedings.

F. REPRESENTATIVES IN MEETINGS

In each Step of the Grievance Procedure outlined in Section 4, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

G. GRIEVANCE FORM

Such forms will be supplied by the FOP.

H. NON-DISCRIMINATION

No member or official *of* the FOP shall be removed, disciplined, harassed or discriminated against because he or she has filed or pursued a grievance under this Procedure.

ARTICLE 8: DISCIPLINE

A. DISCIPLINE FOR CAUSE

1. No bargaining unit member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. The Employer will issue the disciplinary action within fourteen (14) calendar days from the time the issue of the discipline comes to the Employer's attention. Except for serious offenses including but not limited to dishonesty, direct insubordination and dereliction of duty, discipline shall be applied in a corrective, progressive and uniform manner. Progressive discipline may involve, but not limited to oral and/or written warnings, oral and/or written reprimand or employee counseling prior to imposition of suspension or removal.

2. Progressive discipline shall take into account the nature of the violation, and the employee's record of discipline.

3. The Employer agrees not to discharge or suspend an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee, and their representatives before a neutral party. However, no prior hearing is required to temporarily suspend the employee for up to forty-eight (48) consecutive hours without pay, pending disposition, until a pre-disciplinary hearing can be arranged. Any additional suspension time prior to the hearing shall be with pay. Said hearing must occur within fourteen (14) calendar days. The time limits of this provision may be mutually extended. Any suspended time that exceeds the discipline shall be reimbursed.

B. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

C. All disciplinary investigations shall be conducted in accordance with the provisions of this Article.

1. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisors. However, prior to an employee being asked questions during an internal non-criminal investigation which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have FOP representation. The FOP representative shall be the union steward for the employee's bargaining unit. Should the union steward not be available an alternate FOP representative may be present upon the employee's request and there shall be a written agreement by the employer and employee acknowledging the employee to be questioned is in agreement with the attendance of the substitute FOP representative. A failure to agree to an alternate representative will allow for a continuance of the meeting until the union steward is available for such meeting. Furthermore, a member may not refuse to answer questions in an internal non-criminal investigation of his or her conduct. A member is entitled to the reading of a Garrity Warning prior to being ask questions during a non-criminal investigation that could lead to suspension without pay or termination.

2. In the event FOP representation is requested in such investigatory interview, no questions shall be asked the employee without the employee's FOP representative being present. The employee may consult with the FOP representative at any time during the investigation.

3. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at his appropriate rate of pay for the time spent being questioned.

4. A member may refuse to answer questions in an internal criminal investigation of his conduct. The employee is entitled to the reading of Miranda Warning. However, any employee questioned during an internal criminal investigation who refuses to answer questions regarding the conduct of another person may be charged with insubordination and, if found guilty, disciplined accordingly only after receiving at least one warning that his continued refusal to answer questions may lead to discipline action.

5. No polygraph or mechanical truth verification tests may be administered.

6. In evaluating the evidence regarding a complaint about an employee's conduct, the Sheriff will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.

7. A member shall be given a minimum of 48 hours notice prior to a pre-disciplinary hearing. At this time the member will be provided a statement of the charges, the discipline which could be recommended, and a list of the evidence. Materials and/or statements, which may substantiate said discipline will be made available to the member upon request. The Sheriff or designated representative may grant a request *for* an extension to a hearing date mutually acceptable to the Sheriff and the Union Representative. Should an extension be agreed upon, the date and time of the hearing will be declared at the time the extension is agreed upon.

8. Grievances on disciplinary action will be submitted to Step Three, (the Sheriff) **of** the grievance procedure. Such grievances must be submitted to the Sheriff within fourteen (14) calendar days **of** receipt **of** the notice **of** disciplinary action to be taken.

ARTICLE 9: RULE AND REGULATIONS

A. WORK RULES

To the extent not already accomplished, the Sheriff shall ensure that all permanent work rules, policies and procedures are reduced to writing and made available on an individual basis to all unit members.

B. NEW WORK RULES

The Sheriff agrees the new work rules adopted after the effective date of this agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

C. EFFECT OF WORK RULES

Any charge by a member that a work rule is in violation of this Agreement shall be the proper subject of a grievance, as is a charge that a work rule has not been applied or interpreted uniformly to all affected members. No member shall be disciplined for an alleged violation of a work rule of which she has not been informed as set forth in Section A and/or B of this Article.

D. WORKER'S COMPENSATION POLICY

The parties recognize the importance of administering rules to alleviate the costs of Worker's Compensation, and therefore agree to abide by all policies currently in force or adopted hereafter concerning issues affecting Worker's Compensation premiums, including but not limited to requirements of use of sick leave for injured employees, and requirements of temporary or extended temporary placement in other positions funded by the County. The union recognizes that temporary placement may occur in a position outside those contained in the bargaining unit and/or may require employees outside the bargaining unit to have temporary placement in a position currently covered by the bargaining unit. In such cases, employees shall be covered by the collective bargaining agreement covering their regular position. The parties agree that any conflict between this section and any other section of the written agreement shall be resolved in favor of this section.

ARTICLE 10: LABOR-MANAGEMENT COMMITTEE

A. In the interest of effective communications, either party may at any time request a Labor Management Conference. Such request shall be made in writing and be presented to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be held on a date mutually agreed upon by both parties in upon a date mutually agreed upon by both parties.

B. The purpose of such meeting shall be limited to:

1. Discuss the administration of this Agreement.

2. Notify the FOP of changes made by the Employer, which affect bargaining unit employees.

3. Discuss grievances, which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.

4. Disseminate general information of interest to the parties.

5. Give the FOP representative the opportunity to share the view of their members and/or make suggestion on subjects of interest to their members.

6. Discuss ways to increase productivity and improve efficiency.

7. Consider and discuss health and safety matters relating to employees.

C. There shall be no more than one (1) representative for each bargaining unit in attendance at the Labor-Management Conference. The Employer shall be entitled to the same number of representatives as the FOP.

D. The union and employer realize the importance of communication and information sharing. The union agrees to attend one agency wide meeting per year at a no loss/no gain arrangement. For instance, if working you are paid and if on time off you will not be compensated. The one meeting per year, when scheduled, will be declared as the no loss/no gain meeting and will last no longer than 90 minutes from the scheduled start time as posted in the notice.

ARTICLE 11: PERSONNEL FILES

A. Each employee may inspect his personnel file maintained by the Employer at any reasonable time. The employee will be permitted to obtain one (1) copy of this personnel file, at no expense, upon written request. If there are any additions to said employee's personnel file, said employee will be provided one (1) copy free of charge of said additions. Additional copies of items contained in said employee's personnel file may be obtained at the cost of twenty-five cents ($0.25) per page. During any review of a personnel file, the employee shall be entitled to have a representative of his choice accompany him during such review.

B. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

C. The Sheriff will comply with ORC 149.43, the public records law, when releasing information about employees in the bargaining unit.

D. Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of the issuance and shall, upon written request of the

employee, be removed from the personnel file, provided no intervening discipline of a same or similar nature has occurred. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance and shall, upon the written request of the employee, be removed from the personnel file providing no intervening discipline of a same or similar nature has occurred. The removal of the discipline documents shall be completed within fourteen days after the request has been received.

ARTICLE 12: USE OF EMPLOYER'S FACILITIES

A. The Employer agrees to provide space on the existing bulletin board, in the main hallway of the Sheriff's Department, for use by the FOP

B. Bulletin boards may be used by the Lodge or Labor Council for posting notices of the following types:

1. Recreational and social.
2. FOP elections and election results.
3. General membership meetings and other related business meetings.
4. General Lodge business of interest to members.

The FOP agrees not to display any political advertisements, obscene comments, lewd or lascivious comments! racial or religious attacks, personal attacks, on any person or any material that would be offensive to persons of ordinary sensibilities.

C. No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP

D. BALLOT BOXES - The FOP shall be permitted, upon prior notification to the Sheriff or his designees, to place a ballot box at the Sheriff's Department up to two (2) times per calendar year for the purpose of collecting member's ballots on issues relating to ratification, modification, or maintenance of this agreement.

Such boxes shall be the property of the FOP and neither the ballot boxes nor their contents shall be subject to the Department's review.

E. USE OF INTRA-DEPARTMENTAL MAILS - The FOP shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to FOP unit members. The FOP agrees that the use of the mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of FOP business or bargaining unit representation. The Sheriff reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or Sheriff's Department business. All mail placed into the boxes by the FOP shall be the property of the bargaining unit members to whom, it is addressed, and

such mail shall not be subjected to the Sheriff's review. The FOP understands that the Sheriff cannot assure any privacy with regard to the mail in employee's mailboxes. The employees agree not to permit mail to accumulate in the boxes.

ARTICLE 13: SENIORITY

A. "Seniority" shall be computed on the basis of uninterrupted length of continuous full time service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. There shall be seniority by rank and seniority by time in rank.

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

B. "Department Seniority" shall be determined by the date of latest hire (full time hire date) as reflected in the Department and County records.
"Classification Seniority" shall be determined by the date the bargaining unit member began regular full time employment in his/her current classification as reflected in the department records. Any employee who returns to the bargaining unit from another bargaining unit represented by any union other than the FOP/OLCI shall have their classification seniority determined by the date of return to the bargaining unit. Those employees who either voluntarily return during their probationary period or return to the bargaining unit by not passing their probationary period shall not lose their classification seniority.

C. Seniority status shall be used to determine the criteria for first choice for the following situations:

1. Seniority Points for Promotions - Department seniority and rank in classification.

2. Layoff - Classification seniority (with bumping rights)

3. Shift Preference -Classification seniority.

4. Vacation Preference - Department seniority for the first six (6) months.

5. Interim Bidding for Shift Preference – Classification seniority. Interim bidding may be authorized by the Sheriff, or designee, but not more than once during the selection period and only within the first three (3) months of the period.

ARTICLE 14: VACANCY AND PROMOTIONS

A. VACANCIES: Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of ten (10) consecutive calendar days, not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by filing a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the ten (10) day period has expired. Posting shall contain the classification title, rate of pay, and a brief summary of job duties. A current employee shall notify the Sheriff in writing of their desire to fill such vacancy and the filing of an application is not required.

B. NEW HIRES: If the vacancy is an original appointment, the Employer shall use an established eligibility list for the classification into which the newly hired employee is to be placed. The eligibility list shall include the names of all persons who have successfully passed a legitimate examination. Any examining agency shall provide a copy to the Employer of the complete list of persons passing the examination. Selection shall be made from the persons appearing on the eligibility list. The Sheriff's Department shall establish the minimum passing score prior to the date of examination. Testing is open to any applicant meeting the minimum qualifications, however, current employees of the Lawrence County Sheriff's Office will receive first consideration if they have successfully passed the examination.

The Sheriff may select one person from the top three successful applicants.

C. PROMOTIONS: The Employer shall consider for promotion, applicants who have been employed full time by the Lawrence County Sheriff's Department in the next lower classification or assignment. Qualified bargaining unit members shall be able to apply for promotion to sergeant when a test is given, and will be given preference over applicants not employed by The Lawrence County Sheriff's Department when the selection is made. If fewer than two (2) employees make application, the employer shall open up the bidding to all lower classifications. If no employee makes application, non departmental applicants with a minimum of three years full time law enforcement experience may be considered.

Applicants from the lower classifications will participate in the selection process of paragraphs 1, 2 and 3 below. For the purpose of this section classifications and assignments are ranked as follows:

a. Sergeants
b. Corporals
c. Deputies
d. Deputy Dispatchers, Corrections Officers or other Ohio Peace Officer certified personnel

Every qualified applicant for the vacant position will be considered based upon the following criteria:

1. Have a passing score on an examination developed by or approved by the Lawrence County Sheriff for the vacant position. (All examinations must be job-related and in writing.) The Sheriff's Department shall establish the minimum passing score prior to the date of examination.

2. When job performance evaluations are implemented the job performance evaluation scoring will be an additional consideration used for each applicant. The total score of the applicants most recent performance evaluation will be added to all other total scores. Job Performance Evaluations (when implemented) will be conducted for non-probationary employees once annually.

The annual Job Performance Evaluation will be conducted during the months of July and/or August of each year.

However, an employee (probationary and non-probationary) receiving scores on the Performance Evaluation indicating "below requirements" will have reviews every 60 days until the "below requirement" areas are at a level of "meeting requirements". The purpose of the reviews will be to monitor the individual areas scored "below requirement" to encourage and monitor improvement of the employee.

Job Performance Evaluations, (when implemented) for probationary employees will be completed once every 60 days.

Furthermore, a Promotional Review Committee for the rank of sergeant consisting of three bargaining unit members and three Supervisor's (appointed by the Sheriff,one of whom shall be from the sergeant's bargaining unit appointed by the negotiating committee of that unit) will interview and score all applicants eligible for such promotional interview. The interview will consist of each Committee Member scoring each applicant with scores placed to a scoring sheet provided to each Committee Member. Each Committee Member will affix their name to the scoring sheet of each applicant. The scoring per category will be 5 (Excellent), 4 (Above Average), 3(Average), 2 (Below Average), 1(Poor) and 0 (Unacceptable).

The employer agrees that once a date is established for the interviews, each eligible applicant for interview will be provided one copy of the interview scoring topics at least 48 hours prior to the date of interview. The placement of the interview topic sheet into the employees mail slot does meet the requirement of "providing a copy".

Alternates are to be appointed by the Sheriff at his discretion.

The applicant will receive the total score of the Promotional Review Committee scoring sheets with this score added to all other total scores, i.e. written exam, performance evaluation, senority, and education.

For promotional opportunity and to promote fairness in the promotional process all eligible applicants must have been provided the opportunity for Performance Evaluation.

3. Seniority Points - Credit for seniority shall be awarded as follows:

   A. One point for each of the first six years: 6 points total
   B. Four tenths (0.4) of a point for each of the next ten years: 4 points total

4. Educational Points – Credit for education shall be awarded as follows:

   A. Possesses an Associate Degree: 2 points
   B. Possesses a Bachelor Degree: 3 points
   C. Posses a Masters Degree: 4 points

5. Military points—Credit for military service shall be awarded as follows:

   A. Any service in state or federal military branch: 2 points
   B. Any service in a war zone while a member of a state or federal military branch: 4 points

D. The Employer shall select the employee who achieves the highest grade. The FOP shall be notified of the individual selected within seven (7) calendar days of selection. An applicant involved in the process shall be permitted to review all records and documentation pertaining to them individualy.

E. An employee selected shall be considered to have qualified for the position when he has completed the probationary period.

F. Should an employee fail to satisfactory complete his probationary period, he shall be returned to his former position and receive the current rate of pay for the former position.

G. An employee who is awarded a position as a result of a successful application may not apply for another vacant position for a period of one (1) year from the date he assumes the new position.

H. A promotion as defined in Section C above, shall not include the position of Detective or any other position for which a justifiable and legitimate set of special qualifications require the Sheriff to seek special credentials. (i.e. A Chief Deputy or an Administrative Assistant.).

I. The Employer may temporarily appoint bargaining unit employees to all positions within the agency for a period of up to ninety (90) calendar days. These temporary appointments may occur at any time the Employer is in a promotional process as defined in this Article or for any other justifiable cause. If it becomes necessary for the Employer to continue the temporary appointment in excess of the ninety (90) calendar

days period the Sheriff shall notify the FOP of the necessity for such extension and the reason(s).

ARTICLE 15: LAYOFF AND RECALL

A. When a layoff is necessary due to lack of work or lack of funds, the Employer shall layoff non-essential, non-bargaining unit members first, including part-time employees. Essential non-bargaining unit members include, but are not limited to the Chief Deputy and Jail Administrator (if appointed). Bargaining unit members affected shall be notified thirty (30) calendar days in advance of the effective date of the layoff. The Employer, upon request from the FOP, agrees to discuss, with the FOP, the impact of the layoff on the bargaining unit employees.

B. Employees will be laid off in accordance with their seniority with the least senior employee being laid off first. Any employee receiving a notice of layoff shall have seven (7) calendar days following receipt of such notice in which to exercise his right to bump a least senior employee, provided the employee is qualified to work that position. Any necessary re-training for bumping into the lower classification provided the employee is qualified to work that position will be provided by the Employer. Employees who are laid off shall be carried on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualification in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

C. Employees shall be reinstated in the same classification from which the layoff occurred at the same pay scale at which he or she was making at the time of layoff without loss of any seniority or increases.

D. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the FOP The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

E. The recalled employee shall have seven (7) calendar days following the date of the recall notice to notify the Employer of his intention to return to work. The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by the employee and Employer.

ARTICLE 16: LEAVES AND LEAVES OF ABSENCE

SECTION 1: LEAVES WITHOUT PAY

Employees may be granted the following types of unpaid leaves of absence.

A. DISABILITY SEPARATION LEAVE

A physically incapacitated employee may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond the accumulated sick leave rights and provided the employee is:

1. Hospitalized or institutionalized;

2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,

3. Is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer. If the Employer designates a physician to determine if an employee is incapacitated due to a confirmed on the job injury or job related illness, and the Employer's physician declares the employee incapacitated, then the Employer will support any claim filed by the employee for disability to the Bureau of Workers Compensation.

It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when the employee's sick leave has expired.

B. MATERNITY LEAVE

Upon request to the Employer, an employee who becomes pregnant shall be granted maternity leave of absence without pay consistent with the provisions of the Family Medical Leave Act (FMLA). If she wishes, the employee may use any or all of her accrued leave (sick, vacation, personal) for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article. If more than five (5) days sick leave is requested for recovery, a medical statement is required. Should the maternity leave of absence without pay exceed six (6) months, the employee may request and may be granted a disability leave. The maternity leave of absence may be granted at the sole discretion of the Sheriff.

If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, he may order in writing that the employee's begin paid sick leave, vacation leave or maternity leave at an earlier date than that selected by the employee. The employee may appeal such action through the Grievance Procedure. Medical data supporting the employee's case must accompany the appeal.

Leave for male employees may be deducted from sick leave for care of employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive days. Written requests for this purpose must be submitted to and approved by the Employer. Such requests shall not be unreasonably denied and all requests must be accompanied by medical documentation.

C. PERSONAL LEAVE

The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent. information relating to the need for a personal leave of absence with his request for leave. This leave may be granted at the sole discretion of the Sheriff.

D. AUTHORIZATION FOR LEAVE

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job.
A leave of absence shall be requested on the standard Request for Leave Form and shall include all pertinent information attached relating to the need for such leave.

E. SICK LEAVE CREDIT AND VACATION CREDIT DURING LEAVE

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

F. ABUSE OF LEAVE

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave, direct the employee to report for work by giving written notice to the employee and take corrective action.

G. REINSTATEMENT FROM LEAVE

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and be granted a reasonable

extension for a justifiable cause, within the various maximum time limits established under this article.

H. INSURANCE PREMIUM DURING LEAVES

When an employee has requested and been granted disability for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit program for twelve (12) weeks from the date of approval of this leave.

I. FAMILY AND MEDICAL LEAVE

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons;

a. The birth of and care for a newborn son or daughter;

b. For a placement *of* a son or daughter with the bargaining unit member for adoption or foster care;

c. To care for a seriously ill spouse, child or parent; or

d. Because of their own serious health condition.

Entitlement to leave pursuant to 1 (a) or (b) above, shall end upon the child reaching age one (1) or twelve months after the date *of* adoption or foster placement.

2. Bargaining unit members must give the County at least a thirty (30) day notice or as much notice as is practicable in foreseeable situations.

3. After applying for leave under this section, bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks on paid sick leave and 8 weeks of unpaid leave combination.)

4. Provided the employer notifies the employee *of* such a requirement upon request for leave, medical certification shall be required to substantiate leave for the reasons stated in 1 (c) and 1 (d) above; with the Employer having the option *of* second and third opinions at the Employer's expense. Medical certification shall include the following:

a. The date the condition began;
b. The probable duration *of* the condition;
c. Appropriate medical facts regarding the condition and the necessity for leave; and

d. A statement that the bargaining unit member is unable to perform the essential functions *of* his or her position during this period of leave.

5. Bargaining unit members may be entitled to use family and medical leave in a intermittent or reduced leave schedule basis upon mutual agreement between the Employer and the employee and provided all requirement set forth above have been satisfied.

a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Employer may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

6. Health Insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Employer paying the Employer's share of the health insurance premium. The employee must make arrangements for payment to continue for any portion of the health insurance premium for which he or she is obligated. The Employer may recover any premiums paid if the employee fails to return to work for a period of at least thirty (30) calendar days, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

7. For the purposes of this article, the following definitions shall apply:

a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

SECTION 2. LEAVES WITH PAY

Employees may be granted the following types of paid leaves of absence:

A. COURT LEAVE

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for Worker's Compensation,

unemployment compensation, SERB and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceeding, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or approved paid leave.

B. MILITARY LEAVE

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State or Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leaves of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) days in anyone calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. In addition, the employee shall submit a list of scheduled drills to the employer so that the employer can schedule other personnel to cover the absence. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed in paragraph A above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will cover the official period of the emergency.

C. PERSONAL LEAVE

Each employee shall be entitled to three (3) days of personal leave as of January 1st of each calendar year. Newly hired employees shall receive personal leave on a prorated basis in their first year of employment. Each request of personal leave shall, whenever possible, be made at least two (2) day in advance of its intended day of usage (emergency considerations will be given).

D. EXAMINATION LEAVE

Time off with pay shall be allowed for members to participate in promotional testing, or to take a required examination pertinent to their County employment before a State or Federal board.

E. FUNERAL LEAVE

Bargaining Unit employees shall be granted up to three (3) days of leave with pay, for death in the immediate family. Immediate family shall be defined as parents, step-parents, spouse, child, ,grandchild, step-child, sister, step-sister, brother, step-brother, grandparents, father-in-law, mother-in-law, brother-in-law, or sister-in-law. Bargaining Unit employees shall be granted four (4) days of leave with pay for the purpose of attending services requiring travel of five-hundred (500) miles or more.
Said leave will not be charged to any other earned leaves.

Bargaining Unit employees are also entitled to one paid funeral leave day to attend the funeral of aunts / uncles.

Additional paid time off may be granted in accordance with articles of this contract. At the employers discretion additional time off without pay may be granted.

F. INJURY LEAVE

1. Injury Leave – Any employee who is disabled because of an injury suffered in the performance of law enforcement activities on behalf of the Sheriff, shall receive paid injury leave for absences due to the injury, which shall not be deducted from sick leave.

2. Injury leave shall not be available until after the disability has extended beyond three (3) working days of the injured member. The first three (3) days of absence shall be charged to sick leave.

3. Injury leave shall be available during a period of 30 workdays from the date of the injury. After 30 working days from the date of the injury, absence due to such injury shall be charged to sick leave.

4. An employee requesting leave shall, upon request by the Sheriff, submitt to an examination by the county physician who shall determine the extent of the disability.

5. Granting of injury leave is contingent upon the employee filing for Worker's Compensation and reimbursing the county with benefits received for wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay.

6. The Employer at his sole discretion may require that an employee whom requests injury leave will apply to BWC for medical benefits only, and not lost income benefits.

7. The Employer at his sole discretion may extend injury leave beyond 30 workdays for the employee.

ARTICLE 17: SICK LEAVE

A. Each County Employee shall be entitled to sick leave with pay for four and six- tenths (4.6) hours for each completed eighty (80) hours of service. An employee may use sick leave, upon approval of his department or division head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to other employees, and to illnesses, injury or death in the employee's immediate family, as defined in funeral leave section. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Each employee may be required to furnish a satisfactory

affidavit to the effect that his absence was caused by illness due to any of the forgoing causes, in addition to any other rule or regulations as may be prescribed by the Sheriff. The County Auditor has authority to pay such sick leave allowance pursuant to this section. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. Also, for any sick leave absence of two (2) or more consecutive days, an employee may be required to provide a certificate from a licensed physician stating the nature of the illness and stating the date that the employee will be physically able to return to work. Falsification of a physician's certificate shall be grounds for disciplinary action.

B. Any person who has been previously employed by any public agency within the State and has accumulated any unused sick leave under provisions of Ohio Revised Code Chapter 124, shall, if his employment by the County in any of its various departments takes place within six (6) months of the termination of his service in any of the other public agencies within the State, have been accumulated at the rate of and one-fourth (1 1/4) days per month of employment with the public agency and a total of not more than ninety (90) days may be transferred.

C. Any County Employee who has accumulated at least 100 days of sick leave credit may, during any calendar year, convert any excess thereof up to a maximum of twenty (20) days of sick leave to vacation leave on the basis of two (2) sick leave days for one day's vacation leave.

D. Any employee in an active work status and who does not utilize any of his sick leave for any 120 days consecutive calendar day period, shall be entitled to one (1) paid absence day. Paid absence days off must be requested in the same manner as a vacation or holiday request and are subject to approval based upon the workload requirements of the Employer. The 120 consecutive calendar day period begins the first day following the last incident of sick leave usage and ends 120 calendar days later. Paid absence days must be taken within one (1) year of the date of earning. Once any employee earns such additional day the payroll clerk shall notify the Sheriff of the employee earning such.

E. Any member separated from County service for other than just cause who has completed a minimum of fifteen (15) years of service with the County, shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Any member separated from County service for other than just cause who has completed a minimum of ten (10) years of service with the County, shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every four (4) hours of unused sick leave.

F. Employees may donate sick leave to fellow employees with a serious illness who has no accrued paid leave. Donating employees must maintain not less than one hundred fifty (150) hours of sick leave in their bank to be eligible to donate. If the employee does not use all the donated sick leave, any remaining balance will be returned to employees on a pro-rated basis. The Sheriff retains sole discretion to approve or not approve sick

leave donation on a case-by-case basis. Employees may have sick leave donated to them only for a serious health condition, or for a serious health condition of a member of their immediate family, as defined by FMLA.

ARTICLE 18: SHIFT PREFERENCE BY SENIORITY

A. Twice each year all bargaining unit member shall choose their shift preference by seniority. During this agreement shift preference shall go into effect on the Saturday after the last Friday of a pay period in January and July. The Sheriff may veto a member's shift selection provided the decision to do so is not arbitrary, capricious or without just cause.

B. It is agreed that bargaining unit members shall not be eligible for overtime payment in the week during which a shift change takes place as a result of a selection under this Article.

C. Interim bidding for shift preference may be authorized by the Sheriff or his designee, but no more than once for each classification during a selection period and only within the first three (3) months of the period.
D. Preference of choice shall be based on seniority within classification.

ARTICLE 19: OVERTIME/COMPENSATORY TIME

A. HOURS OF WORK

All Road Deputies shall work a schedule that consists of working four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. The detectives shall work five (5) consecutive eight (8) hours weekdays and two (2) consecutive days off. Dispatchers shall work four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. All jailers except two Monday through Friday daytime position shall work a four ten-hour day work schedule.

B. OVERTIME

Bargaining unit members shall be compensated at straight time for all hours in paid status, except that any time worked in excess of forty (40) hours in any workweek shall be compensated at a rate of time and one-half (1 1/2). "Paid Status" shall include work hours as well as all hours in paid status while on any approved leave, including holiday, vacation, compensatory time, injury, military and sick leave. All overtime shall be authorized by an appropriate supervisor at the direction of the Sheriff or his designee.

C. OVERTIME COMPENSATION

All overtime compensation shall be by cash payment unless the member of the FOP elects to receive compensatory time off. No member shall accrue more than four hundred eighty (480) hours of compensatory time. The use of compensatory time shall be approved by the Sheriff or his designee.

A member will only be permitted to "cash in" compensatory time if they have accrued the maximum amount of time and have requested compensatory time off but their request is denied. Then and only then will they be allowed to receive cash payment at the straight time rate for a maximum of forty hours per request and denial incident. In the event of the death of a bargaining unit member, all accumulated compensatory time will be paid in cash to the members estate.

D. EQUAL DISTRIBUTION

The Employer agrees to equally distribute overtime opportunities among qualified employees in each classification by offering all departmental overtime on a rotative basis.

ARTICLE 20: BARGAINING UNIT WORK

A. All bargaining unit work shall be worked by bargaining unit members. If the need for overtime work exists, then bargaining unit members shall have first option, within their respective classifications, to work overtime, provided however, that all special duty work shall be covered by the terms in Article 34 (Special Duty Work). The Employer reserves the right to determine what is special work. The employer shall be permitted to continue hiring and using part-time employees. However the employer shall not hire and use more than the following at any time, three (3) part-time corrections officer, one (1) part-time dispatcher.

B. The Employer and the FOP/OLC recognize that extraordinary circumstance may arise such as court ordered additional deputies, special jury venues and other circumstances outside the day-to-day duties of the Sheriff's Office. The Employer reserves the right to use available manpower from other sources for situations of extraordinary circumstances..

ARTICLE 21: REPORT-IN AND CALL-IN WORK

A. Any employee who accepts an authorized request to work during hours outside his regularly scheduled time, including court duty, shall be paid in the following manner after reporting to his regular work assignment:

1. An employee required to begin work any time more than one (1) hour prior to his regularly scheduled shift shall be guaranteed a minimum of two (2) hours at the appropriate rate of pay for such work in addition to his regularly scheduled

shift pay. No pyramiding of compensation shall occur for an employee who is voluntarily released prior to working the minimum two hours and who is recalled within a two hour time period from the original call-out. Should multiple call-outs within the two hour time frame occur that causes the employee to work beyond the two hour period, that employee also shall be compensated at the appropriate rate of pay for the period of time in excess of two hours.

2. An employee requested to begin work any time within the one (1) hour immediately preceding the start of his regular shift shall be paid only for the time actually worked at the appropriate rate of pay.

3. When a bargaining unit member is called back by a supervisor for hours not abutting his regular shift hours, he shall be paid a minimum of two (2) hours at the appropriate rate of pay. This provision shall apply to members called into off-duty court appearances and to departmental meetings. This minimum call-in guarantee shall be paid at one and one-half (1 1/2) times the member's regular rate of pay when the member is thereby placed in overtime status. If a member is required to appear in court less than eight (8) hours after the completion of a regularly scheduled shift in which they worked, they will receive three (3) hours at the appropriate rate of time and one-half pay.

EXAMPLE: A Deputy works 8PM until 6AM and is required to appear in court at 10AM would be eligible to receive the three hour pay at time and one-half.

ARTICLE 22: TRAINING

A. TUITION REIMBURSEMENT PROGRAM. Each member is subject to the provision *of* this Agreement and who has completed his probationary period shall be eligible for a reimbursement *of* tuition in courses *of* instruction voluntarily undertaken by him and subject to the following conditions:

1. All courses must be taken during other than scheduled working hours. All scheduled hours for courses *of* instruction must be filed with the Sheriff or his designee. All courses are subject to approval by the Sheriff and the availability *of* funds. There must be a correlation between the member's duties and responsibilities and the courses taken or the degree program pursued.

2. Any financial assistance from any governmental or private agency available to a member, whether or not applied for a regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. *If* a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the County.

3. If funds are available and courses have been approved by the Sheriff, the employer shall reimburse 80% of the tuition if the employee attains a grade equivalent to an "A" or "PASS" in "PASS / FAIL" class(s). The Employer shall reimburse 60% *of* the tuition if the employee attains a grade equivalent to a (B). The Employer shall reimburse 40% *of* the tuition if the employee attains a grade equivalent to (C). Reimbursement shall be made after the employee completes the course (s) and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course.

4. No reimbursement will be granted for paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition and fees as outlined in Paragraph 4.

B. Each employee may be offered up to twenty-four (24) hours of training per year. Said training or schooling, which is to be conducted during paid time, is mandatory unless excused by the Sheriff. (Training is required by the Ohio Peace Officers Training Council, for all sworn officers.)

C. Firearms training during on-duty time shall be conducted by the certified firearms instructor a minimum of twice per year. Ammunition for training and duty carry shall be supplied by the employer. Once per year the employer agrees to provide new duty carry ammunition. The old duty ammunition shall be used for training purposes.

1. Safe weapons are a necessity and random inspection of firearms by a qualified instructor will be periodically carried out. Any weapons that are unfit, unsafe or unusable may be grounds for disciplinary action if the poor condition of the weapon was due to neglect of the employee.

2. Any personal property used in the line of duty that is lost or damaged during the performance of duty shall be replaced or repaired at the County's expenses, unless the damage was caused by the employee's negligence. Expensive articles of jewelry and personal property are not required in the line of duty and shall not be worn while on duty.

ARTICLE 23: VACATIONS

A. Vacation Crediting

All full-time employees will be entitled to vacation leave with pay as follows:

Years of Service	Bi-Weekly Rate	Annual Rate
After one year	3.1 hours	80 hours - 2 weeks
Eight or more years	4.6 hours	120 hours - 3 weeks
Fifteen or more years	6.2 hours	160 hours - 4 weeks

Twenty-five or more years	7.7 hours	200 hours - 5 weeks

Vacation leave shall accrue at the above rates of appropriate hours each bi- weekly pay period.

B. Vacation Usage
Each employee shall schedule a one week vacation on or before July 30. The employer has the right to mandate a specific 40 hour vacation for any employee that failes to schedule a one-week vacation on or before July 30. Employees must maintain at least one week of vacation until the employee has taken the mandatory scheduled week vacation.

Each employee entitled to vacation will schedule at least one (1) week (forty hours) of vacation on consecutive days, although the member may, at his discretion, schedule up to three (3) weeks of consecutive vacation. The balance of any vacation may be taken in units of not less than half a shift.

An employee shall have the right to take vacations according to his/her classification seniority, subject to the scheduling requirements of the Department and in accordance with the selection procedure of Sections C and D of this Article.

C. Non-Prescheduled Vacations. An employee requesting a one (1) day non-prescheduled vacation must submit his request to his immediate supervisor at least five (5) calendar days prior to commencement of such leave. Any request for a vacation of more than one (1) day must be submitted fifteen (15) calendar days prior to commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer. If two or more employees apply for vacation prior to the fifteenth day before the beginning of the leave, the senior employee shall have priority.
Once vacation is approved and recorded, a more senior person may not bump unless his application for vacation leave was made prior to the application of the less senior person.

D. Vacation Scheduling.

The order of selecting a vacation shall be by classification seniority. In order to be granted preference hereunder, requested vacation time must be submitted to the employee's immediate supervisor by April 15 of each calendar year.

E. Vacation Accumulation.

Members may accumulate vacation according to the following schedule:

Years of Total Service	Maximum Accrual Hours
Start to 5 years	241.8 hours
6 through 10 years	358.8 hours

11 through 15 years	483.6 hours
16 through 20 years	600.6 hours
20 years or more	717.6 hours

F. Recall to Duty.

Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

G. Holidays Occurring During Vacation.

Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

H. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

ARTICLE 24: HOLIDAYS

A. Holidays shall be recognized on the actual date of the holiday. All employees shall be entitled to a shift of holiday pay for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Police Memorial Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Day After Thanksgiving

B. In the event an eligible employee works a regularly scheduled shift on any day designated as a recognized holiday as listed above, the employee shall be entitled to pay or compensatory time at one and one half (11/2) times his regular rate of pay for his hours worked, and in addition, he shall receive his holiday pay.

C. In the event an eligible employee is called out or held over for work on any day desiginated as a recognized holiday as listed above, the employee shall be entitled to pay or compensatory time at one and one half (1 1/2) times his regular rate of pay for his for his non-overtime hours worked, two and one half (2 1/2) times his regular rate of pay for his overtime hours worked, and in addition, he shall receive his holiday pay.

D. There shall be no pyramiding of compensation, and any employee compensated pursuant to paragraphs B or C above shall receive only the compensation set forth in that paragraph.

E. Non-continuous operations employees may be granted a scheduled day off on a holiday at the discretion of the Employer when operationally feasible. In the event such employee is then called to work on the holiday, he shall be paid in accordance with paragraph C above (i.e.,non-overtime hours will be compensated at one and one-half (1 1/2) his rate of pay).

ARTICLE 25: HEALTH AND SAFETY

A. No employee shall be required to exercise his/her duties with unsafe equipment. Unsafe equipment is defined as that which is in such a condition of damage or disrepair that it will no longer safely perform the function for which it was intended. The condition of such equipment must be corroborated to be in unsafe condition as verified by the Sheriff or his designee. Any member reporting unsafe equipment shall do so in writing to the immediate supervisor and a copy shall be provided to the Sheriff by the member reporting unsafe equipment. The FOP and/or the individual employee may raise safety issues with their immediate supervisor. This provision does not apply to those activities or events, which are an inherent part of law enforcement responsibilities.

B. Adequate first-aid equipment will be provided.

C. Any employee involved in a shooting incident shall have immediate access to a psychologist or psychiatrist for post shooting trauma counseling at no cost to the employee.

D. Employees agree to remain physically capable of performing their respective job duties. Therefore, the employees agree to participate in the physical fitness program described in Appendix C of this Agreement.

E. As funds become available the Employer agrees to maintain security and communication equipment in good working order.

F. Rubber gloves and disinfectant soap or cream shall be available to all personnel who may come in contact with fluids containing blood pathogens through association with arrestees or prisoners.

G. The employer will provide vaccinations for T8 and Hepatitis at no cost to the employee. Employees will be provided with tetanus vaccinations and rabies vaccination as/when needed. Employees being exposed to blood, or those subjected to possible exposure through contact with victims of AIDS may request an AIDS test at no cost. The Sheriff will determine if the exposure possibility justifies a test to be administered. The results of such testing shall be confidential.

ARTICLE 26: UNIFORM ALLOWANCE

A. The Employer agrees to provide two (2) winter and two (2) summer uniforms for each employee in the bargaining unit. A third pair trousers and a summer and winter shirt shall be provided to all road deputies in addition to the basic set of uniforms. The uniforms shall consist of all of the items on the uniform list (Appendix B).

B. OPOTA certified dispatchers will be provided with the necessary deputy uniforms as stated in this section.

C. The Employer shall provide one (1) bulletproof vest to each full-time certified deputy or corrections officer who will wear them.

D. In addition to the uniform allotment above, the detectives shall be given a uniform allowance of five hundred ($500.00) dollars per year in the first year of the contract, five hundred and fifty ($550.00) in year two of the contract and six hundred dollars ($600.00) in year three of the contract. Dispatchers shall be given a uniform allowance of fifty dollars ($50.00) per year.

E. The Employer shall provide at no cost to the employee, uniform-cleaning services for the cleaning and maintenance of the uniform.

F. In addition to the above, the Employer shall replace at no cost to the employee any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any incident shall be reported to the Employer or his designee who shall make the appropriate allowance to replace or repair the uniform or piece thereof.

G. Where an employee supplies satisfactory evidence that he sustained damage to personal property while performing the duties of his assigned work provided such damage was not the result of willful misuse or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of one hundred ($100.00) per year, but no more than fifty dollar ($50.00) per year for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said Employer's option. Any court ordered restitution up to the amount paid under this Section shall be submitted to the Employer.

H. In the event of damage to prescription eye classes including frames, contact lenses, dentures and other oral appliances, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Worker's Compensation or Court ordered restitution and the actual cost of repair or replacement. Repair and replacement cost reimbursement shall not exceed original cost as reflected by receipts or comparable prices. The limitations in paragraph G shall apply.

ARTICLE 27: PROFESSIONAL LIABILITY INSURANCE

A. The Employer shall provide professional liability insurance in amounts, which meet or exceed the amount of one million ($1,000,000) dollars per incident.

ARTICLE 28: HOSPITALIZATION AND MAJOR MEDICAL

A. Each full time employee will be eligible to join the County Health Insurance Plan.

The Plan available to employees, including benefits and contribution by the employee will be based upon the Plan accepted by the County Commissioners as the County Plan which is available to general fund county employees. Upon receiving quotes or proposals, the Union representative will be given the opportunity to have input regarding the County Plan before action is taken by the Commissioners.

At the time this agreement is approved, the County currently has a cafeteria type plan available to county employees. A copy of the cost of those different plans is attached as Appendix "A". This plan is subject to change when the County's Plan expires. The County will attempt to continue to offer a similar type cafeteria style plan in future years.

B. During this contract there will be a cap upon the amount any bargaing unit member will pay upon the County Health Insurance plan under this option as follows. Employees will contribute an amount designated by the employer, with a maximum of twenty percent (20%) of the total premium .

C. Employees who refuse health insurance coverage, and are not otherwise covered by any health insurance plan subsidized by the County, shall receive $1,000.00 or such other greater amount as the County adopts for its "county-wide policy."

ARTICLE 29: WAGES AND COMPENSATION

A. The County agrees to base wage increases according to the following schedule:

Effective January 1, 2013	$0.25 increase annually
Effective January 1, 2014	$0.25 increase annually
Effective January 1, 2015	$0.30 increase annually

B. Canine Officer: The employer agrees to pay for all veterinarian services, food, grooming and liability insurance cost associated with all animals assigned to the K-9 service. Any employee assigned as a K-9 handler shall have the standard four (4) ten (10) hour schedule. Canine officers shall receive $.40 an hour additional added to their base rate. Canine officers will be given one (1) hour per week for the care and maintenance of their canine. The intent of this language is for canine officers to be

clocked in for thirty-nine (39) hours per week, but paid for forty (40) hours to account for the maintenance occurring outside work hours.

C. Out of Classification Pay. Any bargaining unit member who is designated to and performs the duties of a higher classification shall be paid the rate of pay for that classification for all such work performed.

D. Dispatcher/Matrons Pay. Female dispatchers will be required to perform the duties of a matron and will receive an additional six hundred ($600) dollars per year. Any male dispatcher currently receiving matron pay for matron duties shall continue to be eligible to receive the same for the remainder of his employment as a dispatcher.

E. Supervisor Dispatcher. The Dispatcher responsible for scheduling, supervising other Dispatcher personnel, documentation and in charge of LEADS shall receive an additional ($500) dollars.

F. The corrections officer assigned to perform medical duties, such as preparation of medicines, complete routine medical examination, and assist the jail doctor will receive an additional .20 (twenty cents) per hour added to the base wage rate of the negotiated wages for the corrections division.

G. Members shall receive, in addition to their other pay, longevity compensation based on completed years of service according to the following table:

1. Effective January 1, 2006, members shall receive in addition to their other pay called for longevity compensation (payable in the regular bi-weekly pay of each member) based on compleated years of service according to the following table:

A. After five (5) years of continuous service, one-hundred dollars ($100.00) per year for each year of service.

B. After twenty (20) years of continuous service, one hundred fifty dollars ($150.00) per year for each year of service after twenty (20) years, plus the amount set forth in paragraph A for each year of service up to twenty (20) years.

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H. Through the duration of this Agreement the Employer shall pay on behalf of the employee 100% of the amount of the employee's contribution to the Public Employees Retirement System (PERS) under the salary reduction method. The PERS pick-up applies uniformly to all Bargaining Unit members. No Bargaining Unit member shall have the option of electing a wage increase, or other benefit in lieu of the PERS pick-up. The contributions though specified as employee contributions are being paid by the employer in lieu of contributions by the employee. Each employee is responsible for the compliance to IRS salary exclusion regulation with respect to the PERS salary pick-up in combination with other tax-deferred plans.

It is the understanding of the parties that the Board of Commissioners is not paying the employees PERS contribution as a fringe benefit and that the pick-up will result in no additional cost to the Board.

I. In addition to the above wages employees shall receive the following wage differential.

Afternoon Shift (6:00 p.m. to 12 Midnight)	$0.10 per hour}
Midnight Shift (12 Midnight to 6:00 a.m.)	$0.20 per hour

Any hour or greater portion thereof that falls within the 6 p.m. to midnight or midnight to 6 a.m. time period will be considered for shift differential and compensated therein.

ARTICLE 30: ALCOHOL AND DRUG TESTING

A. Alcoholism and drug abuse or addictions are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's heath and safety as well as that of the employees. It is recognized that Employer and the employees have the right to insist on an alcohol and drug- free environment and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

B. **1.** Appropriate Management or supervisory personnel may order any on-duty employee of the Department to undergo a drug or alcohol screening test whenever there is probable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job or that probable cause exists to believe that illegal drug residue may be found resulting from off-duty use.

2. An employee may of his own volition, even if he is not ordered to do so, may undergo a drug or alcohol screening test if he is involved in an accident or injury while on the job. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

3. Appropriate Management or supervisory personnel may order any employee of the department to undergo a drug and alcohol screening test whenever there is a discharge of a weapon by that employee, or that employee is operating a motor vehicle and is involved in a collison while involved in any law enforcement activities.

C. All tests will be conducted by a certified professional personnel. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer will order the employee to undergo a confirmatory test at a different laboratory, if available, a positive result from an alcohol test means a level of impairment as outlined under ORC 4511.19 (A) (3). The Employer may suspend the

employee without a loss of pay before the time the confirmatory test results are complete.

D. Except for a test arising under paragraph B 3 above,if the screening test and confirmatory test are positive, the Employer may discipline unless the employee enrolls in a rehabilitation or detoxification program. Such discipline will be in accordance with Article 8 of this Agreement. An employee who notifies the Employer that he is an alcoholic or a drug addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personnel days or compensatory time while he participates in a rehabilitative or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program.

Employees off the payroll or on paid leave under this Section may not carry a firearm and do not possess the power to arrest. Upon the completion of such program, if a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic random retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

E. If the employee:

1. Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification program;

2. Fails to complete a program or rehabilitation or detoxification; or

3. Tests positive at any time within one (1) year after return to work upon completion of a program of rehabilitation or detoxification;

Such employee shall be subject to disciplinary action up to and including discharge. ,

F. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

G. The Employer shall pay for drug and alcohol screening and confirmatory tests as well as for costs of a rehabilitation or detoxification program, which exceeds the amount paid by insurance.

H. The Employer shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.

I. Employees must notify the Employer of any prescription drug use, which may affect his job performance.

J. For a test arising under paragraph B 3 above, if the screening test and confirmatory test are positive, the employee shall be subject to disciplinary action up to and including discharge.

ARTICLE 31: PROBATIONARY PERIOD

A. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the employer as a full time employee and shall continue for a period of one (1) year. A newly hired probationary employee may be terminated at any time during his probationary period at the discretion of the employer and shall have no appeal for such removal.

B. Any full time employee promoted shall be required to successfully complete a probationary period of six (6) months. An employee serving a promotional period whose performance is unsatisfactory shall be returned to his former position at the former position's current rate of pay.

ARTICLE 32: SEVERABILITY

A. If during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law of by any tribunal of competent jurisdiction, the remainder of the agreement shall be not affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the F.O.P. will meet promptly for the purpose of negotiating a mutually satisfactory provision on the same subject matter.

ARTICLE 33: PAST PRACTICES

A. Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms and conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the F.O.P. take place.

ARTICLE 34: SPECIAL DUTY WORK

A. The Employer agrees that all special duty assignments shall be assigned on a voluntary rotative basis. All deputies in good standing placing their name of the special duties list shall be eligible to work special duty details. All full time OPOTA certified employees on such list will have the opportunity to work such details in preference over special or reserve deputies except under exceptional and emergency situations where the Sheriff, or his designee, is limited by time in which to make assignments or conflicts occur with other priority assignments.

B. Special deputies and reserve deputies, with the exception of full time employees, may be required to meet their voluntary hourly obligation with the Sheriff's Department prior to being eligible to work special duty assignments. The Sheriff reserves the right to select "specialized" employees to work functions such as robbery details.

C. The employees shall be considered subcontractors and shall be paid directly by the request entity. The minimum hourly rate for special duty shall be as follows:

Forestry and Maritime Service	$20.00
(Includes other agencies agreeing to the rate), or maximum amount possible per grant.	
Schools and other Non-Profit Agencies.	$20.00
Construction Traffic	Rates as agreed upon with contractor(s).
Labor Disputes and State Athletic Playoff Games	$25.00

C. Special Duty work is defined as all assignments in which officers are paid under contract with employers other than Lawrence County or the Sheriff's Department.

ARTICLE 35: RETIREMENT

A. Retired employees in good standing shall be permitted to retain their department credentials. The credentials will be stamped "Retired".

B. If attendance is requested or required by the State Retirement System, an employee who is within twelve (12) months of retirement may be granted a working day, to be deducted from compensatory time or vacation time, to correlate any retirement affairs. Verification of attendance may be required by the Employer.

C. The paid absence day in this article is a one per career usage.

ARTICLE 36: OFFICER IN CHARGE

A. See out of Class Pay, Article 29 E.

ARTICLE 37: PERSONALLY OWNED HANDGUNS

A. The Employer will furnish all duty ammunition and ammunition for the department firearms qualification.

B. Personally owned handgun/s stolen, destroyed, damaged or lost in the line of duty while in the performance of the member's duties, and which loss or damage is not the result of willful misuse, or negligence, shall be repaired, or replaced by the Employer. The Sheriff shall have the authority to approve or disapprove repair or displacement as necessary. The replacement weapon shall be the same brand and model as the one owned by the member. Should the employee receive retitution for a weapon that has been replaced by the employer, the employee agrees to compensate the employer that amount.

ARTICLE 38: EXPENSES

A. Under normal circumstances a county vehicle will be provided to employees while traveling on official county business. If for some reason an employee is required to use his/her personal vehicle on county business they will be reimbursed at the county approved rate per mile.

B. When assigned to overnight trips, employees may be issued a check or cash covering the estimated (and sometimes confirmed) costs for commercial carriers, hotel/motels and meals pursuant to Section E. A reasonable amount of additional money will be allocated, however, all funds in excess of receipted expenses must be returned to the Sheriff's Department.

C. When an authorized out-of-county official business or training for one (1) full shift or more, members will be granted meal reimbursement pursuant to Section E. Such meal expense reimbursement must be supported by itemized receipt.

D. It is agreed the Sheriff's Office will not be required to provide meal cost for a deputy/employee traveling out of the county during a scheduled shift while performing scheduled official functions.

EXAMPLE: A corrections officer transporting an inmate to prison will be out of the county.

E. Employees eligible for meal reimbursement shall be reimbursed actual expenses paid up to ten dollars ($10.00) for breakfast, twelve dollars and fifty cents ($12.50) for lunch and twenty five dollars ($25.00) for dinner. Alcohol purchases will not be reimbursed, and an itemized receipt is required for reimbursement.

ARTICLE 39: DURATION

This Agreement shall become effective January 1, 2013, and shall remain in full force and effect until December 31, 2015. Should either party desire to terminate or modify this Agreement, they shall give written notice to the other party not later than sixty (60) days prior to December 31, 2015.

The parties separately agree that all terms and conditions of the contract ended 12/31/11 have been continued in practice, and will continue until 12/31/12. Each bargaining unit member shall receive the sum of five hundred dollars ($500.00) as a wage settlement on or before December 24, 2012 to offset a lack of wage increase in 2012.

APPENDIX A

AUTHORIZATION FOR DUES DEDUCTION
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
222 EAST TOWN ST., COLUMBUS, OHIO 43215 1-200-FOP-OLCI

I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P., Ohio Labor Council, Inc.

(PLEASE PRINT)

PLACE OF EMPLOYMENT _____
NAME OF EMPLOYEE _____
HOME ADDRESS _____
CITY _____ ZIP CODE _____
PHONE (_____) _____
CLASSIFICATION _____
DEPARTMENT _____
SIGNATURE _____ DATE _____

APPENDIX B

Employer agrees upon retirement or termination from the Sheriff's Office for any reason, the bargaining unit member shall be allowed to retain replacement uniform parts received during their employment.

Breast Badge
Hat Badge
Duty Belt
Handcuff Case
Handcuffs
Flashlight
Mace Case
Mace
Whistle & Chain
Leather Holster (for designated duty weapon)
Magazine Pouch
Insignia (collar)
Insignia (rank)
Identification Card(s)

Shirt, long sleeve
Shirt, short sleeve
Jacket, lightweight
Jacket, Heavy duty
Raincoat
Hat (2) Winter, Summer
Hat Band
Hat Cover (rain)
Uniform Tie
Tie Tac or Clasp
Trousers
Trouser Belt

APPENDIX C
LAWRENCE COUNTY SHERIFF'S DEPARTMENT
HEALTH AND WELLNESS PROGRAM

This program is designed so the employee can maintain a healthy and physically fit body to help perform the many physical encounters he/she may have to deal with as a deputy sheriff or corrections officer, as well as keeping the officer healthy. In addition, the Sheriff will require all reserve deputies to meet the same physical requirements. The health and physical fitness testing will be done at the Ashland, Kentucky YMCA, or such other local health or physical facility approved by the Sheriff. The testing program will be done not less than every ninety (90) days (three months) and will be paid for by the county.

In addition to the testing, the county will also pay the annual fee for membership for each employee who participates satisfactorily in the program. This will be a one person membership to the YMCA, or such other local health or physical facility approved by the Sheriff. However, if the employer determines that this program is not economically feasible, then he will no longer provide the memberships and no longer conduct any testing of the members. This is done to give each employee a place to exercise and to encourage wellness.

NONDISCRIMINATION

It is not the intent of the parties to discriminate against any individual with a disability. The purpose of the Health and Wellness Program is to determine whether an employee is able to perform the essential functions of his or her job and is fit for duty as provided in Section 1630.14 (c) of the employment regulations of the Americans with Disability Act of 1990.

BUREAU OF WORKER'S COMPENSATION COVERAGE

WHEN IS IT APPLICABLE?

- When an officer is engaged in the approved HPFP and while performing the exercise(s) in the manner prescribed.

WHEN IT IS NOT APPLICABLE?

- When engaged in any off-duty recreational activities either an individual or as a member of a group.
- When engaged in off-duty competitive sports.
- When engaged in any physical activity not prescribed and approved in the individual officer's fitness plan.

- Any off-duty officer who sustains a job-related injury must promptly notify his/her immediate supervisor.

TESTING AND PROGRESSIVE DISCIPLINE SYSTEM

AN OVERVIEW

All employees who comply with the minimum acceptable levels (at the moderate fitness ratings) of all three phases of the health and physical fitness evaluation (HPFE) have significantly completed all requirements of the health and physical fitness program (HPFP) of the Lawrence County Sheriff's Department
The physical fitness will be done by the YMCA facility or one member from the bargaining unit and one member of management provided each of these members have received a training class on managing a physical fitness program. If it is determined that an employee has a deficiency in certain testing areas, they will receive counseling in areas regarding their deficiency.

Any of the testing procedures can be modified at the discretion of the Sheriff to compensate for an employee who has sustains a prohibiting injury by being allowed to do a comparable type exercise or test procedure. Any test procedure that the employee cannot perform due to a prohibiting injury may be waived at the discretion of the Sheriff.

Physical examinations for those employees who wish to have an examination prior to the Department's initial mandatory testing may receive an examination by the County's physician at the expense of the County. All testing will be done while the employee is on duty, if possible. If testing cannot be done while the employee is on duty, the employee will be paid at the appropriate rate or compensatory time will be given to the employee.

An employee enters Level 1 of the testing and progressive discipline system if:

1. He/she fails to comply with the minimum acceptable levels in any phase of the HPFE as outlined in the evaluation program.

Once into the progressive system, all retesting to determine level of compliance in phase one, two or three will be conducted at the testing facility.

Once the employee meets the minimum acceptable standards he/she is removed from the progressive discipline system. All charts used for testing and to show sufficient progress are attached to this policy and procedure and are marked as charts A, B, C, D, E, and F.

All employees will be tested in all three different phases at each interval:

1. Cardiorespiratory endurance (1.5 mile walk/run test)
2. Strength (upper strength/push-ups and bench press) (abdominal Strength/sit-ups)
3. Flexibility (sit and reach test)

Each employee will give an earnest effort to diligently apply himself during the testing procedures.

DISCIPLINE PHASES

LEVEL 1 - This level will provide the employee an opportunity to come into the office of the Sheriff or Chief Deputy for direction and guidance to assist him/her in a self-improvement program and discuss the area(s) the employee needs to improve. The employee will be retested within 90 days.

There are three possible results:

1. Meets the minimum acceptable standards. If the officer meets minimum acceptable standards he/she is released from the testing and progressive discipline system. The employee will not be evaluated again until his/her next HPFE (done every 90 days) unless otherwise directed by the Sheriff.

2. Sufficient progress but fails to meet the minimum standards (See Chart A). The employee remains in level one and will be scheduled for retesting within 90 days.

3. Insufficient progress (Chart A). He/she will be given a verbal warning which will be placed in the employee's personnel file at the Sheriff's Department. The employee will progress to Level 2.

LEVEL 2 - The employee is scheduled for retesting in all areas at the facility within 90 days, at which time he/she will be provided with the results of retesting as well as additional guidance and direction for self improvement. There are three possible results:

1. Meets minimum acceptable standards. If the employee meets minimum acceptable standards he/she is release from the testing and progressive discipline system. The employee will not be evaluated again until his/her next HPFE (done every 90 days) unless otherwise directed by the Sheriff.

2. Sufficient progress but fails to meet the minimum standards. The employee will remain in level two and be scheduled for retesting within 90 days.

3. Insufficient progress. Formal disciplinary action will be initiated with a formal written reprimand which will be placed in the employee's personnel file at the Sheriff's Department. The employee will progress to Level 3.

LEVEL 3 - The employee is scheduled for retesting in all areas at the facility within 90 days at which time he/she will be provided with results of retesting as well as additional guidance and direction for self-improvement. There are three possible results:

1. Meets minimum acceptable standards. If the employee meets minimum acceptable standards, he/she is released from the testing and progressive discipline system. The employee will not be evaluated again until his/her next HPFE, unless otherwise directed by the Sheriff.

2. Sufficient progress but fails to meet the minimum standards. The employee will remain in level three and be scheduled for retesting within 90 days.

3. Insufficient progress. Formal disciplinary action will be initiated with a recommendation for suspension of three days without pay. The employee will progress to Level 4.

LEVEL 4 - The employee is scheduled for retesting in all areas at the facility within 90 days at which time he/she will be provided -with the results of retesting as well as additional guidance and direction for self- improvement. There '. are three possible results:

1. Meets minimum acceptable standards. If the Employee meets minimum acceptable standards he/she is released from the testing and progressive discipline system. The employee will not be evaluated again until his/her next HPFE unless otherwise directed by the Sheriff.

2. Sufficient progress but fails to meet the minimum standards. The employee will remain in level four and be scheduled for retesting in 90 days.

3. Insufficient progress. Formal disciplinary action will be initiated with a recommendation for suspension of 10 days without pay. The employee' will progress to Level 5.

LEVEL 5 - The employee is scheduled for retesting in all areas at the facility within 90 days at which time he/she will be provided with the results of retesting as well as additional guidance and direction for self-improvement. There are three possible results:

A. Meets minimum acceptable standards. If the Employee meets minimum acceptable standards he/she is released from the testing and progressive discipline system. The employee will not be **e**valuated again until **his/her** next HPFE unless otherwise directed by the Sheriff.

B. Sufficient progress but fails to meet the minimum standards. The employee will remain in Level **5** and be scheduled for retesting in 30 days.

C. Insufficient progress. Formal disciplinary action will be initiated with a recommendation for of removal from the Lawrence County Sheriff's Department.

CHART A

SUFFICIENT progress is defined as follows:

1. Flexibility - Five percent over previous measurement.
2. Cardiorespiratory Endurance - Five percent improvement over previous measurement.
3. Strength - Five percent improvement over previous measurement.

INSUFFICIENT progress is defined as failure to improve at the level listed above.

APPENDIX E
WAGE RATES

		2011	2013	2014	2015
DEPUTIES	BEG	15.82	16.07	16.32	16.62
	1ST YEAR	16.76	17.01	17.26	17.56
	2ND YEAR	18.19	18.44	18.69	18.99
CPL	BEG	18.57	18.82	19.07	19.37
	1ST YEAR	18.98	19.23	19.48	19.78
DETECTIVE	BEG	19.30	19.55	19.80	20.10
	1ST YEAR	20.07	20.32	20.57	20.87
C/O	BEG	11.79	12.04	12.29	12.59
	1ST YEAR	14.21	14.46	14.71	15.01
	2ND YEAR	14.50	14.75	15.00	15.30
C/O CPL	BEG	14.91	15.16	15.41	15.71
	1ST YEAR	15.15	15.40	15.65	15.95
DEP/DSP	BEG	10.68	10.93	11.18	11.48
	1ST YEAR	11.47	11.72	11.97	12.27
	2ND YEAR	12.70	12.95	13.20	13.50

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by the parties hereinafter referred to as The Lawrence County Sheriff (employer) and The Fraternal Order of Police, Ohio Labor Council Inc. (FOP). The parties wish to document the current practice of assigning overtime, call-out and details as covered by Articles 19, 20 and 34 of the current contract.

Now therefore the parties agree to the following terms.

1) The parties are currently in negotiations for a successor agreement, with the current contract having expired on December 31, 2011.

2) The employer is or will be soon in negotiations with the sergeants bargaining unit, which is now represented by the teamsters.

3) The parties wish to continue a congenial and harmonious working relationship between the employees represented by the FOP and the teamsters.

4) When overtime is posted on the board for volunteers to sign up, the overtime is assigned based upon classification seniority first, then if the most senior employee has more overtime hours it goes to the employee with the least amount of hours.

5) Off duty details are assigned by overall seniority with the least amount of detail hours.

6) Call-out is assigned by classification seniority, and then overall departmental seniority.

7) The overtime board, off duty details and call-out are currently assigned to and worked by both patrol deputies and sergeants, as a combined road patrol classification and the parties wish to continue this practice.

8) If during negotiations the sergeants wish to change this practice this MOU shall become null and void and the parties shall return to the table to negotiate new language concerning these issues in articles 19, 20 and 34.

9) Matron call out is assigned first to female corrections officers beginning with the most senior employee, then to female employees by departmental seniority. Call out shall be on a rotational basis such that all out of classification females will receive approximately the same amount of call out opportunities.

SIGNATURE PAGE:

Signed this 26TH day of MARCH, 2013.

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.:

Thomas Fehr, Staff Representative
FOP/OLCI

Joyce Caskey, Union Negotiating Team

Daren Hamlin, Union Negotiating Team

Stephen Sisler, Union Negotiating Team

FOR THE LAWRENCE COUNTY SHERIFF:

Jeff Lawless, Sheriff
Lawrence County Sheriff

Mark McCown
Attorney (approved content)

FOR THE LAWRENCE COUNTY BOARD OF COMMISSIONERS:

Freddie L Hayes Jr.
Commissioner

Commissioner

Commissioner

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	} Case No(s):	11-MED-09-1207
EMPLOYEE ORGANIZATION,	}	11-MED-09-1209
	}	
and,	}	
	}	
LAWRENCE COUNTY SHERIFF,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Jeff Lawless
lawman44u1@yahoo.com